

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

**Towd Point Mortgage Trust 2018-1, U.S.
Bank National Association, as Indenture
Trustee**

Plaintiff

vs.

Bradley Bisbee and Candy Bisbee

Defendants

**RAB Performance Recoveries, LLC
Dirigo Federal Credit Union F/K/A
Rainbow Credit Union
Sebasticook Valley Hospital**

Party-In-Interest

Civil No. 2:22-cv-00037-LEW

JUDGMENT OF FORECLOSURE AND SALE

54 Jordan Road, Mechanic Falls, Maine
Book: 7140, Page 86

This matter came before the Court for Hearing on Plaintiff's Motion for Default Judgment on August 30, 2022. Plaintiff, Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee, is represented by Reneau J. Longoria, Esq. Despite effective service of a summons and a copy of the Complaint, Defendants, Bradley Bisbee and Candy Bisbee, have not appeared; Party-In-Interest, RAB Performance Recoveries, LLC has not appeared; Party-In-Interest, Dirigo Federal Credit Union f/k/a Rainbow Credit Union has not appeared. Party-In-Interest, Sebasticook Valley Hospital has not appeared.

All persons interested having been duly notified in accordance with the law, the Plaintiff's Motion for Default Judgment is GRANTED. Count II - Breach of Note, Count III - Breach of Contract, Money Had and Received, Count IV - Quantum Meruit, and Count V - Unjust Enrichment are hereby **DISMISSED** without prejudice at the request of the Plaintiff. **JUDGMENT** on Count I – Foreclosure and Sale is hereby **ENTERED** as follows:

1. If the Defendants or their heirs or assigns pay Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee (“Towd Point”) the amount adjudged due and owing (\$117,241.19) within 90 days of the date of the Judgment, as that time period is calculated in accordance with 14 M.R.S.A. § 6322, Towd Point shall forthwith discharge the Mortgage and file a dismissal of this action on the ECF Docket. The following is a breakdown of the amount due and owing:

Description	Amount
Principal Balance	\$95,065.64
Accrued Interest	\$8,262.27
Taxes	\$6,168.97
Insurance	\$3,780.15
Valuations	\$165.00
Inspections	\$204.95
FC Fees	\$2,492.61
FC Costs	\$1,098.47
Interest on Advance	\$3.13
<u>Grand Total</u>	<u>\$117,241.19</u>

2. If the Defendants or their heirs or assigns do not pay Towd Point the amount adjudged due and owing (\$117,241.19) within 90 days of the judgment, as that time period is calculated in accordance with 14 M.R.S. § 6322, their remaining

rights to possession of the Mechanic Falls Property shall terminate, and Towd Point shall conduct a public sale of the Mechanic Falls Property in accordance with 14 M.R.S. § 6323, disbursing the proceeds first to itself in the amount of \$117,241.19 after deducting the expenses of the sale, with any surplus to be disbursed pursuant to Paragraph 6 of this Judgment, and in accordance with 14 M.R.S. § 6324. Towd Point may not seek a deficiency judgment against the Defendants pursuant to the Plaintiff's waiver of deficiency.

3. In the event that the Defendant, and anyone occupying the premises, do not vacate the property upon termination of his/her right to possession, Towd Point may reopen this matter to seek a Writ of Possession to be served by the U.S. Marshals Service pursuant to Federal Rule of Civil Procedure 4.1(a) consistent with this Judgment.
4. Pursuant to 14 M.R.S. § 2401(3)(F), the Clerk, if requested, shall sign a certification after the appeal period has expired, certifying that the applicable period has expired without action or that the final judgment has been entered following appeal.
5. The amount due and owing is \$117,241.19.
6. The priority of interests is as follows:
 - Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee has first priority, in the amount of \$117,241.19, pursuant to the subject Note and Mortgage.

- Dirigo Federal Credit Union f/k/a Rainbow Credit Union who has been defaulted.
 - RAB Performance Recoveries, LLC who has been defaulted
 - Seabasticook Valley Hospital who has been defaulted.
 - Bradley Bisbee and Candy Bisbee, who have been defaulted.
7. The prejudgment interest rate is 2.77920%, *see* 14 M.R.S. § 1602-B, and the post-judgment interest rate is .15%, *see* 28 U.S.C. § 1961.
8. The following information is included in this Judgment pursuant to 14 M.R.S. § 2401(3):

	<u>PARTIES</u>	<u>COUNSEL</u>
PLAINTIFF	Towd Point Mortgage Trust 2018-1, U.S. Bank National Association, as Indenture Trustee 425 Walnut Street Cincinnati, OH 45202	Reneau J. Longoria, Esq. Doonan, Graves & Longoria, LLC 100 Cummings Center Suite 303C Beverly, MA 01915
DEFENDANT	Bradley Bisbee 46 Washington Park Road Auburn, ME 04210	Pro Se
	Candy Bisbee 102 Garth Street Newport, ME 04953	Pro Se
PARTIES-IN- INTEREST		

RAB Performance Pro Se
Recoveries LLC
700 Kinderkamack Rd., Ste.
211
Oradell, NJ 07649

Dirigo Federal Credit Union Pro Se
f/k/a Rainbow Credit Union
381 Main Street
Lewiston, ME 04240

Sebasticook Valley Hospital Pro Se
369 Main Street
Pittsfield, ME 04967

- a) The docket number of this case is No. 2:22-cv-00037-LEW.
- b) All parties to these proceedings received notice of the proceedings in accordance with the applicable provisions of the Federal Rules of Civil Procedure.
- c) A description of the real estate involved, 54 Jordan Road, Mechanic Falls, ME 04256, is set forth in Exhibit A to the Judgment herein.
- d) The street address of the real estate involved is 54 Jordan Road, Mechanic Falls, ME 04256. The Mortgage was executed by the Defendants, Bradley Bisbee and Leland Bisbee on May 14, 2007. The book and page number of the Mortgage in the Androscoggin County Registry of Deeds is Book 7140, Page 86.
- e) This judgment shall not create any personal liability on the part of the

Defendants but shall act solely as an *in rem* judgment against the property,
54 Jordan Road, Mechanic Falls, ME 04256.

SO ORDERED.

Dated this 30th day of August, 2022.

/s/ Lance E. Walker
UNITED STATES DISTRICT JUDGE